

*This opinion is nonprecedential except as provided by
Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A22-0690**

Freweini Sium,
Respondent,

vs.

Eric Rutherford,
Appellant.

**Filed April 3, 2023
Affirmed
Wheelock, Judge**

Ramsey County District Court
File No. 62-HG-CV-21-615

Patrick D. Boyle, Law Office of Patrick D. Boyle, P.A., Minneapolis, Minnesota (for respondent)

Eric Rutherford, St. Paul, Minnesota (pro se appellant)

Considered and decided by Ross, Presiding Judge; Gaïtas, Judge; and Wheelock, Judge.

NONPRECEDENTIAL OPINION

WHEELOCK, Judge

Residential tenant appeals from an eviction judgment based on nonpayment of rent, arguing that he was not timely provided landlord's exhibit and witness lists, the lease presented to the court was fraudulent, and the referee was biased. Because we discern no

abuse of discretion in the district court’s decision to receive landlord’s exhibits and no judicial bias, we affirm.

FACTS

This is an appeal from an eviction judgment based on nonpayment of rent. Respondent landlord Freweini Sium brought an eviction action against self-represented appellant tenant Eric Rutherford in October 2021. In response, Rutherford filed a “notice of motion for extension and counter claim” and a “notice of motion for dismissal, expungement, and reparations.” Rutherford claimed in his motions that he had paid rent, Sium had “forged documents from county assistance to receive funds on behalf of all the tenants,” and Sium had submitted a forged lease to the court. The district court held an eviction trial in December 2021. The following summarizes the evidence presented at trial and the district court’s findings of fact.

Rutherford and Sium entered into a residential lease agreement for a one-year term beginning on March 1, 2020, and ending on March 1, 2021. Sium testified that Rutherford’s monthly rent was \$850. Sium introduced as an exhibit one page of the lease, in which the lease duration and monthly rent were set forth, and the district court admitted the exhibit into evidence over Rutherford’s objection.¹

Sium testified that Rutherford failed to pay rent beginning in June 2020. Sium applied for rent assistance from Ramsey County and received \$6,650 to cover Rutherford’s

¹ Although Sium testified that the exhibit was “at least” one page of the lease, Rutherford and the district court refer to the single page as “the lease” in the record. We also refer to the single-page exhibit as “the lease” in this opinion for purposes of consistency.

rent from June 2020 to December 2020.² Sium testified that she did not receive any rent payment from Rutherford or rent assistance from Ramsey County for any month in 2021.

Sium introduced letters addressed to Rutherford from her attorney's office demanding past-due rent, and the district court admitted the letters into evidence over Rutherford's objection. Sium testified that Rutherford gave her a \$1,700 check for June and July 2020 rent, but she was unable to cash the check due to insufficient funds in Rutherford's account. She introduced this check, and again, the district court admitted the proffered exhibit into evidence over Rutherford's objection.

Rutherford testified that the lease he signed indicated that he would pay \$500 per month for rent in addition to a \$200 pet fee and \$50 air-conditioner rental. He alleged in his testimony that the lease Sium submitted as evidence was not in his handwriting and did not list the correct monthly rent amount. Based on his assertion that he paid rent for the months for which she received rent assistance, Rutherford accused Sium of "double dipping" and "fraud" for applying for rent assistance from Ramsey County.

The district court asked Rutherford what proof he had that he made rent payments. Rutherford testified that he had text messages and an email between him and Sium that acknowledged rent paid, but he did not offer documentation of these alleged communications to support his testimony. He also claimed that he did not receive receipts for rent paid from Sium or from Sium's bank when he deposited rent payments. Rutherford

² The \$6,650 covered seven months of rent at \$850 per month plus seven months of a \$100-per-month late fee.

testified that a traumatic brain injury prevented him from remembering the name of Sium's bank where he allegedly made the rent payments.

Rutherford offered two checks into evidence. The district court admitted the exhibits into evidence over Sium's objection. Rutherford testified that the first check was for the security deposit in the amount of \$850, and the second check was for prepayment of three months' rent in the amount of \$2,550. Rutherford maintained that his rent was \$500 per month, and the additional amounts in each check were for pet rent and air-conditioner rental. The district court took the matter under advisement.

The district court ruled in favor of Sium and entered judgment of recovery on December 30, 2021. It later denied Rutherford's posttrial motion to vacate the judgment under Minnesota Rule of Civil Procedure 60.02(b) and (c) and his motion for dismissal and expungement.

Rutherford appeals.

DECISION

An eviction action "is a summary proceeding through which an occupant may be removed from possession of real property by the process of law." *Nationwide Hous. Corp. v. Skoglund*, 906 N.W.2d 900, 904 (Minn. App. 2018), *rev. denied* (Minn. Mar. 28, 2018); *see also* Minn. Stat. § 504B.001, subd. 4 (2022).³ A landlord may bring an eviction action

³ We cite the most recent version of Minn. Stat. § 504B.001 because it has not been amended in relevant part. *See Interstate Power Co. v. Nobles Cnty. Bd. of Comm'rs*, 617 N.W.2d 566, 575 (Minn. 2000) (stating that, generally, "appellate courts apply the law as it exists at the time they rule on a case"). For the same reason, we also cite the current versions of other statutes cited in this opinion.

when a tenant fails to pay rent. Minn. Stat. § 504B.291, subd. 1(a) (2022). The scope of an eviction proceeding is generally limited to “whether the facts alleged in the complaint are true.” *NY Props., LLC v. Schuette*, 977 N.W.2d 862, 865 (Minn. App. 2022) (quotation omitted); *see also* Minn. Stat. § 504B.355 (2022).

I. The district court did not abuse its discretion by accepting Sium’s evidentiary submissions.

Rutherford first argues that the district court abused its discretion by accepting untimely evidentiary submissions from Sium. Appellate courts review evidentiary rulings for an abuse of discretion. *Kroning v. State Farm Auto. Ins. Co.*, 567 N.W.2d 42, 45-46 (Minn. 1997). “In the absence of some indication that the [district] court exercised its discretion arbitrarily, capriciously, or contrary to legal usage, the appellate court is bound by the result.” *Id.* at 46.

Rutherford appears to base his argument on a misunderstanding of the district court’s scheduling order. He claims that the district court’s scheduling order required evidence to be submitted five business days before trial; however, the scheduling order stated that all exhibits and a list of witnesses had to be submitted online through the Minnesota Digital Exhibit System (MNDES) by 12:00 p.m. two days before the date of trial.

Rutherford further claims that Sium submitted her evidence “less than 48 hours before the hearing,” but Rutherford’s own testimony contradicts this statement. Rutherford testified during the eviction trial that he received notice of Sium’s evidentiary submissions via email at 12:40 p.m. on December 13, two days before trial. This notification occurred

more than 48 hours before the eviction trial. And there is no evidence in the record that Sium submitted her evidence via MNDES after the 12:00 p.m. deadline on December 13 in violation of the scheduling order. Therefore, the record shows that Sium timely submitted her evidence to the district court, and the district court did not abuse its discretion in admitting the evidence at trial.

Rutherford next asserts that the district court abused its discretion by admitting the lease into evidence. He argues that the lease violates two statutes because he had never before seen the lease that Sium offered into evidence, and the lease admitted into evidence is missing his signature, the date on which it was signed, and the address of his apartment. Based on our review, we conclude that the lease does not violate either statute. First, Minn. Stat. § 336.2-201 (2022) is inapposite because it applies to contracts for the sale of goods, and the lease is not a such a contract. Second, Minn. Stat. § 504B.111 (2022) provides that a landlord of a residential building with 12 or more residential units must have a written lease for each rented unit and sets forth specific requirements for a lease subject to the statute. Although section 504B.111 may be applicable, Rutherford fails to explain how the lease violates this statute or how that would render the district court's admission of the lease into evidence an abuse of its discretion.

Moreover, Rutherford objected to the admission of the lease as an exhibit during the proceedings, arguing in part that Sium fabricated it. The district court found that Rutherford's claim that the lease is fraudulent was not corroborated or credible, and it credited Sium's testimony over Rutherford's about several aspects of the lease. Appellate courts "review the district court's findings for clear error . . . and defer to the district court's

credibility determinations.” *Bass v. Equity Residential Holdings, LLC*, 849 N.W.2d 87, 91 (Minn. App. 2014). Because the evidence supports the district court’s finding that Rutherford’s objections to the lease were not corroborated and we do not review the district court’s credibility determinations, we discern no abuse of discretion in the district court’s admission of the lease into the record.

II. The district court did not exhibit judicial bias.

Finally, Rutherford argues that the district court referee exhibited judicial bias by accepting Sium’s evidentiary submissions and rejecting some of Rutherford’s submissions. Appellate courts presume that a district court judge “has discharged her duties properly.” *Hannon v. State*, 752 N.W.2d 518, 522 (Minn. 2008). Furthermore, “[p]revious adverse rulings by themselves do not demonstrate judicial bias,” but rather, “the record as a whole” must exhibit judicial bias. *Id.*

Here, the record does not reflect any judicial bias. The district court referee received exhibits from both parties into evidence over objection and did not appear to show preference to either party over the other. Rutherford asserts that he had “proof of rent paid” that he submitted to the district court and that he “was not allowed to discuss” this evidence at trial, but his argument fails because no offer of this evidence appears anywhere in the record.⁴ Rutherford also claims that opposing counsel vouched for Sium’s evidence “based on his 16-year relationship with the presiding referee,” but again, no such statement appears

⁴ During the eviction trial and the rule 60 motion hearing, Rutherford made multiple references to text-message and email exchanges between himself and Sium that he claimed showed he paid rent. However, he did not offer as evidence documents showing the text messages or emails at any point in the proceedings.

in the record. In sum, Rutherford has failed to show that the record demonstrates judicial bias.

Affirmed.